

A. G. Contract No. KR93-0544-TRN
ECS File: JPA 93-54
Project: STP-435(4)/H3278 01C
Section: US-89A @ Willard Street

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 10 AUGUST, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF COTTONWOOD, acting by and through its MAYOR and CITY
COUNCIL (the "City").

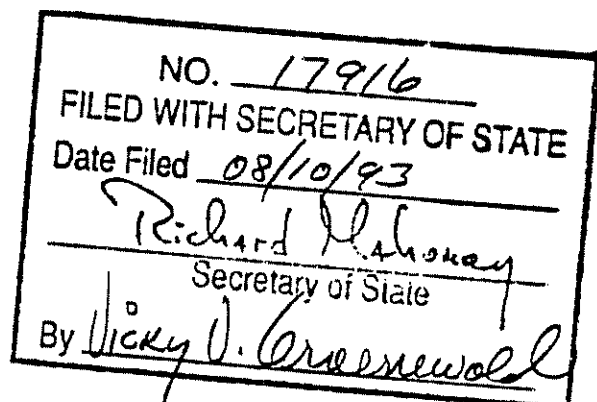
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to a future improvement project to US-89A
contemplated by the State, the State and the City have agreed
to construct intersection realignment improvements and install
a traffic signal at Willard Street in the City, at an estimated
cost of \$800,000.00, all at State expense, hereinafter referred
to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services necessary for construction bidding and construction of the Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Acquire any additional right-of-way required for the Project.

d. Upon completion, approve and accept the Project and provide signal and highway maintenance for US-89A.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon completion and acceptance by the State, provide electrical energy for the traffic signal and maintenance for Willard Street.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Cottonwood
City Manager
827 North Main Street
Cottonwood, AZ 86326

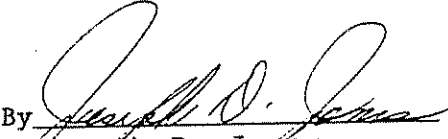
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COTTONWOOD

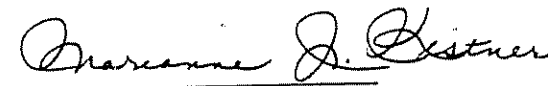
STATE OF ARIZONA

Department of Transportation

By 
Joseph D. Jones
Mayor

By 
for ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By 
MARIANNE JIMENEZ KISTNER
City Clerk

JPA 93-54

RESOLUTION

BE IT RESOLVED on this 30th day of March 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities for the reconstruction of US-89A at it's intersection with Willard Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

Mary E. Petas
for LARRY S. BONINE
Director

RESOLUTION NUMBER 1407

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION, FOR INTERSECTION IMPROVEMENTS AT WILLARD STREET AND HIGHWAY 89A.

WHEREAS, the state is empowered by A.R.S. 28-108 to enter into this agreement; and

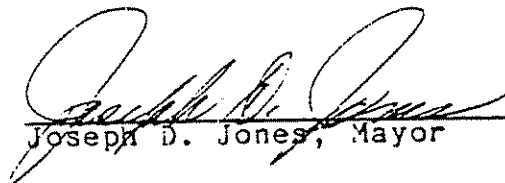
WHEREAS, the city is empowered by A.R.S. 48-572 to enter into this agreement; and

WHEREAS, the state and the city have determined that improvements to the intersection of Willard Street and Highway 89A will improve the operational efficiency and safety of the intersection.

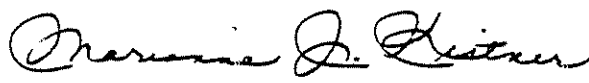
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the intergovernmental agreement with the state of Arizona, Arizona Department of Transportation, for intersection improvements at Willard Street and Highway 89A is hereby adopted.

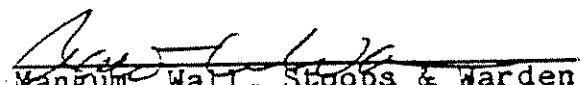
PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF JULY, 1993.


Joseph D. Jones, Mayor

ATTEST:


Marianne Jimenez Kistner
City Clerk

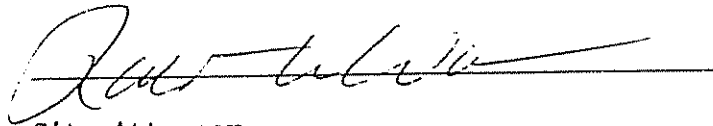
APPROVED AS TO FORM & CONTENT:


Mangum, Wall, Stoops & Warden
City Attorneys

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 20 day of July, 1993.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

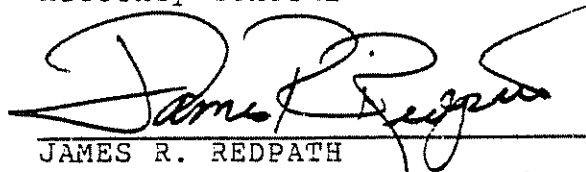
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0544-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of August, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

8118/41